



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

April 20, 2006

IN REPLY PLEASE  
REFER TO FILE: PD-1

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**INTERSTATE 5/HASLEY CANYON ROAD INTERCHANGE IMPROVEMENTS  
REVISED COUNTY-STATE COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor of the Board to sign the enclosed revised cooperative Agreement between the County and the State of California, acting by and through its Department of Transportation, providing for the County to administer the construction of the project as part of the adopted 2004 State Transportation Improvement Program. The Department of Transportation has made some technical corrections to the original Agreement, which was approved by your Board on January 31, 2006. The changes pertain to the State's ability to authorize changes in the scope of work and schedule for the project.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On January 31, 2006, Item No. 35, your Board approved cooperative Agreement No. 75551 with the Department of Transportation (Caltrans) for the construction phase of the project. Subsequently, Caltrans made some technical corrections to the Agreement pertaining to their ability to authorize changes in the scope of work and schedule for the project during construction. Any proposed changes to the original scope of work and schedule for the project require the approval of the California Transportation Commission. The Agreement previously stated that Caltrans was authorized to make such changes.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By constructing the proposed improvements, traffic flow will be enhanced for County residents who travel on these roads, thereby improving their quality of life.

### **FISCAL IMPACT/FINANCING**

The total construction cost is currently estimated to be \$33.722 million. Funding for this project will be included in the Fiscal Year 2006-07 Road Fund Budget, which will be reimbursed as follows: \$2.6 million from Castaic Bridge and Major Thoroughfare Construction Fee District fees, \$4.2 million from Tesoro del Valle Project Regional Transportation fees, \$6.322 million from the Los Angeles County Metropolitan Transportation Authority Call for Projects grant funds, and \$20.6 million from Newhall Land and Farming Company.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed revised cooperative Agreement has been reviewed and approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental impacts of their actions. On October 19, 2004, Synopsis No. 42, your Board approved the Negative Declaration certified by the State of California Department of Transportation on July 23, 2001, and the finding of no significant impact determination by the Federal Highway Administration on August 15, 2001, prepared for this project.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

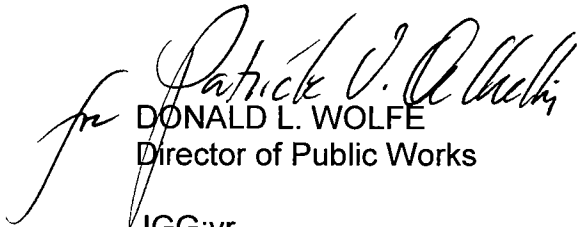
The Old Road and Hasley Canyon Road are major arterial highways on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

The Honorable Board of Supervisors  
April 20, 2006  
Page 3

**CONCLUSION**

Enclosed are five copies of the revised cooperative Agreement with Caltrans. Upon approval by your Board, please return five copies of the Agreement marked ORIGINAL to us for processing together with one adopted copy of this letter. Once the revised cooperative Agreement has been executed by Caltrans, we will return a fully executed original Agreement to the Executive Office of the Board.

Respectfully submitted,

for  
DONALD L. WOLFE  
Director of Public Works

JGG:yr

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Enc.

cc: Chief Administrative Office  
County Counsel

07-LA- 5 KP R89.6/R91.3 (PM 55.7/R56.8)  
I-5/Hasley Canyon Road Interchange  
Interchange Improvement  
07273 – 193204

**District Agreement No. 07-4640**

**COOPERATIVE AGREEMENT**

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 200\_\_, is between the  
STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to  
herein as "STATE", and the

COUNTY OF LOS ANGELES, a political  
subdivision of the State of California,  
referred to herein as "COUNTY"

**RECITALS**

1. STATE and COUNTY, pursuant to Streets and Highways Code section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the unincorporated area of the County of Los Angeles.
2. STATE and COUNTY are also entering into this Agreement pursuant to Government Code section 14529.7(a), which allows a local jurisdiction (with the prior concurrence of the appropriate transportation planning agency, the California Transportation Commission (CTC) and STATE), to advance a project included in the State Transportation Improvement Program (STIP) to an earlier fiscal year through the use of its own funds. One or more replacement projects may then be identified and included in the STIP at the originally scheduled fiscal year of the advanced project or other year as determined by the CTC.
3. STATE and COUNTY desire to construct improvements consisting of modifications at the I-5/Hasley Canyon Road Interchange including realignment and widening of the ramps, modifications to the Hasley Canyon Road overcrossing and modifications to the intersections of Hasley Canyon Road/The Old Road and The Old Road/I-5 southbound ramps, all collectively referred to herein as "PROJECT".
4. Pursuant to Government Code section 14529.7 (a), COUNTY has requested that the CTC amend the STIP to allow COUNTY to advance \$6,322,000 towards construction for PROJECT (currently programmed as the Regional Improvement Program (RIP) funds in the 2007/08 fiscal year) using local (non-State/non-Federal/non-gas tax) funds in fiscal year 2004/05 and replace it with a Replacement Project.
5. The CTC granted COUNTY's request on August 5, 2004, as part of the 2004 STIP adoption.
6. COUNTY proposes to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT and STATE is agreeable to COUNTY's proposal.
7. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, and maintained.
8. Project development and right of way responsibilities for PROJECT were covered in a prior Cooperative Agreement executed by STATE and COUNTY on May 15, 2001 (District Cooperative Agreement No. 07-4441, Document No. 015069).

**SECTION I**

**COUNTY AGREES:**

1. To pay one hundred percent (100%) of the actual costs of construction capital and support required for the satisfactory completion of PROJECT, including changes pursuant to contract change orders concurred by STATE's representative and any "State-furnished materials".
2. As required by Government Code section 14529.7(a) and the adopted 2004 STIP, that the \$6,322,000 for PROJECT construction shall be provided by COUNTY in the earlier year to allow for the construction of PROJECT and ensure that PROJECT is deliverable.

3. To submit a written request for any "State-furnished materials" identified in the PROJECT plans, specifications, and estimates (PS&E) a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of STATE's billing, the actual cost invoiced for the requested "State-furnished materials". COUNTY may take delivery of the "State-furnished materials" after STATE's receipt of COUNTY's payment and at the location directed by STATE.
4. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the State Contract Act, County of Los Angeles' Public Construction Act, and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by COUNTY, and/or performed under encroachment permit, are covered by provisions of the Labor Code in the same manner as are workers employed by STATE's contractors. COUNTY shall obtain applicable wage rates from the State Department of Industrial Relations and shall adhere to the applicable provisions of the State Labor Code. Violations shall be reported to the State Department of Industrial Relations. The contract shall also include the Federal DBE requirements as contained in Title 49 CFR, Part 23.
5. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E (contract plans).
6. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
7. Construction within the existing or ultimate State Highway right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
8. To apply for necessary encroachment permits for required work within the State highway right of way, in accordance with STATE's standard permit procedures, as more specifically defined in Section III, Articles 3, 4, 5, 6, and 7, of this Agreement.
9. To comply with the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 99-08-DWQ including State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which added sampling and analysis requirements, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities, and Activities, No. CAS000003, Order No. 99-06-DWQ issued by the State Water Resources Control Board and any applicable future permits and orders. COUNTY shall prepare and submit the required information for notification to Region 4, Los Angeles, Regional Water Quality Control Board (RWQCB) with two (2) copies to the STATE's Coordinator. RWQCB deems that coverage under NPDES permit shall be obtained by submitting a NOI to RWQCB. Two (2) copies of the NOI shall be submitted to the State NPDES Coordinator a minimum of thirty (30) days prior to submission of an application for STATE issued Highway encroachment permit. COUNTY shall submit the Storm Water Pollution Prevention Plan or Water Pollution Control Program a maximum of twenty (20) days after award of PROJECT. COUNTY shall notify the STATE's Coordinator of the pre-construction so that said Coordinator can invite the RWQCB to the pre-construction meeting in accordance with the NPDES Permit for the State of California, Department of Transportation Properties, Facilities, and Activities.

10. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, COUNTY agrees to require the construction contractor furnish both a payment and a performance bond naming COUNTY as obligee with both bonds complying with the requirements set forth in section 3-1.02 of STATE's current Standard Specifications prior to performing any construction work for PROJECT. COUNTY shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by stop notice claimants related to the construction of PROJECT under the payment bond.
11. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of the State highway and in accordance with COUNTY's policy for those facilities located outside the State Highway. The cost of protection, relocation, or removal inside STATE's right of way shall be apportioned between the utility owners and COUNTY in accordance with STATE's policy and procedure. COUNTY shall require any utility owner performing relocation work in the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said relocation work. The requirements of the most current version of STATE's "Policy on High and Low Risk Underground Facilities within Highway Rights of Way" shall be fully complied with. Any relocated or new facilities shall be correctly shown and identified with any unmodified facilities on the "As-Built" plans.
12. All surveys shall conform to the methods, procedures, and requirements of STATE's Survey Manual and STATE's Staking Information Booklet.
13. To provide, at no cost to STATE, all construction surveys, including mapping services necessary to perpetuate existing land net and alignment monumentation in accordance with Sections 8771 and 8765 of the Business and Professions Code; and to permanently monument the location of all roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on a Record of Survey filed with the County Surveyor. COUNTY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required for execution of the above obligation, to STATE's District 07 Survey Branch. Whether the COUNTY uses their own staff or hires another entity to perform construction surveys, all survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
14. PROJECT material testing and quality control shall conform to STATE's Construction Manual and STATE's California Test Methods, and shall be performed, at COUNTY's expense, by a certified material tester acceptable to STATE.
15. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative, who is a licensed civil engineer in the State of California, to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the company, if any, that prepared the PROJECT PS&E.
16. The Resident Engineer for PROJECT shall coordinate the PROJECT Transportation Management Plan (TMP) implementation through the District's Traffic Manager.

17. At COUNTY's expense, to furnish qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the plans and specifications. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may check the shop drawings, do soils foundation tests, test construction materials, and do construction surveys.
18. COUNTY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
19. To make progress payments to the contractor and pay all costs for required staff services as described in Articles 18 and 20 of this Section I. STATE's representative shall review all contract progress pay schedules. STATE does not assume responsibility for accuracy of itemization on progress pay schedules.
20. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all contract records, including survey documents, Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
21. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of FHWA payment of final voucher, if applicable, or four (4) years from the date of final payment under the contract, whichever is longer, all records and accounts relating to PROJECT construction.
22. Upon completion of PROJECT construction, COUNTY will operate and maintain at COUNTY's cost any part of PROJECT located outside of the existing State Highway right of way (but including COUNTY underpasses and overcrossings of then existing State Highway right of way), until any subsequent acceptance of any part of PROJECT into the State Highway System by STATE, approval by the FHWA, if required, and conveyance of acceptable title to STATE.
23. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The cost for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
24. To provide Construction Zone Enhancement Enforcement Program (COZEEP), as a PROJECT cost, by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in the STATE's Construction Manual.
25. STATE's quality assurance activities referred to in Article 1 of Section II of this Agreement, do not include performance of any engineering services required for PROJECT. These services are to be performed by COUNTY.



**SECTION II**

**STATE AGREES:**

1. At no cost to COUNTY, to provide quality assurance to ensure that COUNTY's PROJECT work is performed in full compliance with the approved PROJECT PS&E (contract plans and specifications) and in accordance with STATE's then effective policies, procedures, standards, and practices. This quality assurance oversight function includes both the obligation and the authority, including a qualified representative of STATE who shall have authority to reject noncompliant PROJECT work and materials accepted by COUNTY, to order any actions needed for public safety or the preservation of property, and to assure compliance with all provisions of the encroachment permit(s) issued to COUNTY and COUNTY's contractor.
2. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and to COUNTY's contractor, the necessary encroachment permits for required work within the State highway right of way, as more specifically defined in Section III, Articles 3,4, 5, 6, and 7, of this Agreement.
3. To provide, at COUNTY's expense, any "State-furnished materials" as shown on the PROJECT PS&E or as determined during construction of PROJECT. Within forty-five (45) days of receipt of COUNTY's request for "State-furnished materials", STATE will order those materials and STATE's Project Manager will have a bill submitted to COUNTY for the costs of those materials. Upon receipt of those materials and COUNTY's payment, STATE will make those "State-furnished materials" available to COUNTY at a designated site.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. STATE's contractual obligations are subject to State Budget Act authority, the appropriation of resources by the Legislature, and the allocation of funds by the California Transportation Commission.
2. All applicable procedures and policies relating to the use of Federal funds or State gas tax funds shall apply notwithstanding other provisions of this Agreement.
3. As required by Government Code section 14529.7(a), COUNTY shall advance and deliver PROJECT as defined in STIP Amendment 04S-014, approved on January 20, 2005, or PROJECT subsequently amended by the CTC. Subsequent amendments sought by COUNTY may include, but are not limited to:
  - a. A CTC approved (with concurrence by STATE) STIP amendment to modify the original PROJECT scope of work defined in STIP Amendment 04S-014 such that the revised scope of work may be completed within the limits of the original financial amount set forth herein; and/or
  - b. A CTC approved STIP amendment modifying the original financial amount set forth in STIP Amendment 04S-014, either through an additional allocation from the CTC and/or contributions from other fund sources, in order to allow COUNTY to complete the PROJECT as originally scoped.
4. Construction by COUNTY of improvements referred to herein which lie within the State highway right of way or which affect STATE's facilities, shall not be commenced until COUNTY's original contract plans involving such work and plan for utility relocations have been reviewed and accepted by signature of STATE's District

Director of Transportation, or the District Director's delegated agent, and until an encroachment permit to COUNTY authorizing such work has been issued by STATE.

5. COUNTY shall obtain aforesaid encroachment permit through the office of STATE's District Permit Engineer and COUNTY's application shall be accompanied by five (5) sets of reduced construction plans of aforesaid STATE-accepted contract plans, and five (5) sets of specifications for PROJECT. Receipt by COUNTY of the approved encroachment permit shall constitute COUNTY's authorization from STATE to proceed with work to be performed by COUNTY or COUNTY's representatives within the District proposed State highway right of way or which affects STATE's facilities, pursuant to work covered by this Agreement. COUNTY's authorization to proceed with said work shall be contingent upon COUNTY's compliance with all provisions set forth in this Agreement and said encroachment permit.
6. COUNTY's construction contractor shall also be required to obtain an encroachment permit from STATE prior to commencing any work within the State highway right of way or which affects STATE's facilities. The application by COUNTY's construction contractor for said encroachment permit shall be made through the office of STATE's District Permit Engineer and shall include proof said contractor has payment and performance surety bonds covering construction of PROJECT.
7. COUNTY shall provide a right of way certification prior to the granting of said encroachment permit by STATE, to certify that legal and physical control of rights of way were acquired in accordance with applicable State and Federal laws and regulations.
8. COUNTY shall not advertise for bids for the contract to construct PROJECT until after an encroachment permit has been issued to COUNTY by STATE.
9. During PROJECT construction, representatives of COUNTY and STATE will cooperate and consult with each other, and ensure that all PROJECT work is accomplished according to the PROJECT PS&E (contract plans and specifications), and STATE's applicable policies, procedures, standards and practices. Satisfaction of these requirements shall be verified by STATE's representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring construction activities.
10. PROJECT PS&E (contract plans and specifications) changes shall be implemented by contract change orders that have been reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
11. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claim process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claim process.
12. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during construction requiring remedy or remedial action (as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code) shall be the responsibility of STATE. Any hazardous material or

contamination of an HM-1 category found within the local road right of way during construction requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of the Agreement, hazardous material of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery regardless of whether it is disturbed by PROJECT or not. STATE shall sign the HM-1 manifest and pay all costs for remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of proceeding with construction of PROJECT, that additional cost identified by STATE shall be borne by COUNTY. As between COUNTY and STATE, COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within a local road or other property. While STATE will exert every reasonable effort to fund the remedy or remedial action for which STATE is responsible, in the event STATE is unable to provide funding, COUNTY will have the option to either delay further construction of PROJECT until STATE is able to provide funding or COUNTY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.

13. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State highway right of way during construction shall be the responsibility of COUNTY, at COUNTY's expense, as a consequence of proceeding with PROJECT construction. For the purposes of this Agreement any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place had PROJECT not proceeded. COUNTY shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material is removed in lieu of being treated in place.
14. If hazardous material or contamination of either HM-1 or HM-2 category is found during construction on new right of way acquired by or on account of COUNTY for PROJECT, COUNTY shall be responsible, at COUNTY's expense, for all required remedy or remedial action and/or protection in the absence of a generator or prior property owner willing and prepared to perform that corrective work.
15. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by those Federal and State regulatory agencies.
16. STATE, in exercising its authority under section 591 of the Vehicle Code, has included any and all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code to the PROJECT areas open to the public traffic. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by COUNTY, and for the protection of the traveling public from injury and damage from such vehicles or equipment.
17. Upon PROJECT completion and acceptance, subject to the approval of STATE, COUNTY will operate and maintain PROJECT facilities at its own cost until a Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate these new PROJECT facilities located on the State Highway.

18. Operation and maintenance of traffic signals, signs, and safety lighting shall be shared in accordance with existing Maintenance Agreement # LA-19-193886 entered into between STATE and COUNTY effective on April 15, 2002. The Exhibit A of said agreement will be amended to include this signal as a part of said Maintenance Agreement.
19. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the State Highway right of way will automatically be vested in STATE, and materials, equipment, and appurtenances installed outside of the State Highway right of way will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY. No further agreement will be necessary to transfer ownership as hereinbefore stated.
20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of State Highways and public facilities different from the standard of care imposed by law.
21. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, consistent with the indemnification given hereinabove, COUNTY shall fully defend, indemnify and save harmless STATE from any and all claims, costs, suits (including appeals), or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
22. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, consistent with the indemnification given hereinabove, STATE shall fully defend, indemnify and save harmless COUNTY from any and all claims, costs, suits (including appeals), or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
23. Prior to commencement of any construction activity within the State Highway right of way, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
24. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
25. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by COUNTY and the satisfactory completion of all post-construction obligations of COUNTY, with concurrence of STATE, or on December 30, 2008,

whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the termination date of this Agreement.

STATE OF CALIFORNIA  
Department of Transportation

COUNTY OF LOS ANGELES

WILL KEMPTON  
Director of Transportation

By: \_\_\_\_\_  
Douglas R. Failing  
District 07 Director

By: \_\_\_\_\_  
Mayor, Los Angeles County

Approved as to Form and Procedure:

ATTEST:

By: \_\_\_\_\_  
Attorney  
Department of Transportation

SACHI HAMAI  
Executive Officer of the  
Board of Supervisors of  
County of Los Angeles

Certified as to Funds:

By: \_\_\_\_\_

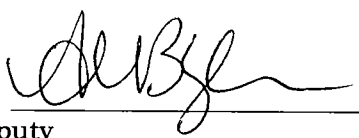
By: \_\_\_\_\_  
District Budget Manager

APPROVED AS TO FORM:

Certified as to Financial Terms and Conditions:

RAYMOND G. FORTNER, JR.  
County Counsel

By: \_\_\_\_\_  
Accounting Administrator

By:  \_\_\_\_\_  
Deputy